

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

VINCENTA MENA,)	
)	
Plaintiff,)	
)	No.
v.)	
)	
SENTRY CREDIT, INC.,)	JURY TRIAL DEMANDED
)	
Defendant.)	

COMPLAINT

Plaintiff Vincenta Mena, by her attorney, Jason G. Shanfield, brings this complaint to secure redress for the unlawful conduct of Defendant Sentry Credit, Inc. ("Sentry"), and states the following in support of her complaint:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual residing in Chicago, Illinois.
2. Plaintiff is a consumer within the meaning of the FDCPA in that the alleged debt at issue is an automobile loan allegedly incurred for personal, family, or household purposes.
3. Defendant Sentry is a Washington corporation that maintains an agent for purposes of accepting service of process at 208 South LaSalle Street, Chicago, Illinois.
4. Defendant Sentry is a debt collector within the meaning of 15 U.S.C. § 1692a(6) because it regularly collects or attempts to collect debts owed or alleged to be owed to another.
5. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because the acts and transactions giving rise to this claim occurred, in substantial part, in this district.

MATTERS COMMON TO ALL CLAIMS

7. Prior letter dated February 18, 2010, Sentry contacted Ms. Mena in an attempt to collect an alleged Nissan Retail automobile loan.

8. On February 25, 2010, one of Ms. Mena's attorneys, Maria Citino, wrote to Sentry advising Sentry that Ms. Mena is represented by counsel regarding the alleged debt.

9. Sentry acknowledged receipt of Ms. Citino's letter advising it of her representation of Ms. Mena by sending Ms. Citino a letter dated March 5, 2010 offering a settlement of the alleged debt.

10. Despite being on actual notice that Ms. Mena is represented by an attorney, Sentry sent another dunning letter directly to Ms. Mena dated May 19, 2010 in a further attempt to collect the alleged Nissan Retail account.

11. Ms. Mena did not consent to being contacted by Sentry after having retained counsel to represent her interests with respect to the alleged Nissan Retail account and was entitled to be free of any further direct communications from Defendant.

12. No court of competent jurisdiction ever expressly authorized Defendant to ignore that Ms. Mena was represented by counsel and contact her directly.

COUNT I – VIOLATION OF 15 U.S.C. § 1692c

13. Plaintiff incorporates paragraphs 1 through 12.

14. Section 1692c(a) of the Fair Debt Collection Practices Act provides, in relevant part:

Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt—

...

(2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer; or

15. Defendant violated 15 U.S.C. § 1692c(a)(2) by dunning Ms. Mena directly in an attempt to collect money after learning that she is represented by counsel with respect to the alleged debt.

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff Vincenta Mena and against Defendant Sentry Credit, Inc. for:

- a. Statutory damages under 15 U.S.C. § 1692k.
- b. Attorneys' fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k; and
- c. Such other and further relief as the Court deems appropriate.

VINCENTA MENA

/s Jason G. Shanfield
One of her attorneys

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